



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B2Z11067  
TITLE: WEB DEVELOPMENT SERVICES  
ISSUE DATE: JUNE 2, 2011

REQ NO.: NR 419 30701100006  
BUYER: Chris Korsmeyer  
PHONE NO.: (573) 751-4578  
E-MAIL: chris.korsmeyer@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: June 30, 2011 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

(U.S. Mail)	or	(Courier Service)
RETURN PROPOSAL TO: DPMM		DPMM
PO BOX 809		301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2012

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

MO Division of Tourism  
P. O. Box 1055  
Jefferson City, MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 01/10/11). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	

  

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

## **1. INTRODUCTION AND GENERAL INFORMATION**

*This section of the RFP includes a brief introduction and background information about the intended acquisition for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.*

### **1.1 Introduction:**

- 1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of web development services for the Missouri Division of Tourism (hereinafter may be referred to as the state agency or MDT) as set forth herein.
- 1.1.2 All questions regarding the Request for Proposal and/or the competitive procurement process must be directed to the buyer of record (see contact information on page 1 herein) of the Division of Purchasing and Materials Management.
- 1.1.3 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
  - 1) Introduction and General Information
  - 2) Contractual Requirements
  - 3) Proposal Submission Information and Requirements
  - 4) Exhibit A: Pricing Pages
  - 5) Exhibit B: Experience and Expertise of Personnel
  - 6) Exhibit C: Technical/Functional Capabilities and Method of Performance
  - 7) Exhibit D: Participation by Other Organizations
  - 8) Exhibit E: Missouri Service-Disabled Veteran Business Preference
  - 9) Exhibit F: Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization
  - 10) Exhibit G: Miscellaneous Information
  - 11) Terms and Conditions

### **1.2 Background Information:**

- 1.2.1 VisitMO.com is the Division of Tourism's (MDT) primary consumer asset. The site houses approximately 8,000 active records (Travel Items and Events) that are archived once inactive. The Tourism database is populated and continuously updated by VisitMO.com staff and more than 2,000 tourism industry members and other partners throughout the state. The database powers a growing number of travel planning tools and applications that are designed to aid MDT in keeping abreast of consumer travel planning expectations. The day-to-day administration of the database is directed by MDT.
- 1.2.2 A custom Content Management System (CMS) developed by the current contractor seamlessly integrates with the database and gives state agency staff access to administer, edit, upload, and archive nearly all content shown on the live site.
- 1.2.3 VisitMO.com receives approximately one million visits annually, generating over 3.5 million page views. The site accommodates the ongoing development and integration of features and functionality that meet MDT's strategic business goals and objectives. The production and beta sites are currently overseen by the current contractor.
- 1.2.4 At this time, MDT owns and/or operates eight (8) major websites:

- [www.VisitMO.com](http://www.VisitMO.com)

- [www.Industry.VisitMO.com](http://www.Industry.VisitMO.com)
- <http://IndustryStage.VisitMO.com>
- <http://beta.VisitMo.com>
- [www.PictureMissouri.com](http://www.PictureMissouri.com)
- [www.WhereTheCivilWarBegan.com](http://www.WhereTheCivilWarBegan.com)
- <http://News.visitmo.com>
- <http://VisitMoBistro.com>

- 1.2.5 A platform has also been developed for individuals to order a Travel Guide. This request form works in cooperation with MDT's database and analytics contractor RUF Strategic Solutions (contract number C305003001). The consumer site also enables users to subscribe to e-communications. This database of names and emails is also connected to a database at MDT's database and analytics contractor. The distribution of these e-communications is not fed through the VisitMO.com site, but some of the content is housed on the VisitMO.com site.
- 1.2.6 The Missouri Division of Tourism is seeking a partner to be a part of a strategic communication team to ensure that all channels seamlessly communicate to the end user. The vision of MDT is to lead Missouri in becoming one of America's most memorable tourist destinations. The mission of MDT is to market tourism and increase revenue each year for the State of Missouri. To that end, MDT relies on its websites to provide consumers and tourism industry partners with tools and information designed to drive traveler spending, such as:
- a. travel planning tools;
  - b. variety of content and inspiration designed to impact travelers in making decisions;
  - c. support of consumers' and industry partners' ability to subscribe to e-communications;
  - d. order and/or download information and/or publications online;
  - e. conduct online marketing via e-newsletters, social media, and mobile applications; and
  - f. create and save actionable data.
- 1.2.7 A copy of the current contract can be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System located on the Internet at: <http://www.oa.mo.gov/purch>. Please reference the Bid number B2Z10020 or the contract number C210020001 when searching for these documents.
- 1.2.8 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

## 2. FUNCTIONAL AND TECHNICAL REQUIREMENTS

*This section of the RFP includes requirements and provisions relating specifically to the functional and technical requirements of the agency. The contents of this section include mandatory requirements that will be required of the successful offeror and subsequent contractor. Response to this section by the offeror is requested in the Exhibit section of this RFP. The vendor's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the vendor in event the proposal is accepted by the state.*

### 2.1 General Requirements:

2.1.1 The contractor shall provide web development services for the Missouri Division of Tourism in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.

2.1.2 The contractor shall provide development, ongoing support/maintenance, and hosting maintenance for various consumer and business-to-business websites that serve the traveling public and the tourism industry. The contractor shall also develop and integrate evolving new technologies to support the evolution of online marketing, and the integration of databases to support cross-communication among business units and partners. The contractor shall provide these services and ensure brand and strategic business integration at all levels. The websites the contractor shall support include but are not limited to:

- [www.VisitMO.com](http://www.VisitMO.com)
- [www.Industry.VisitMO.com](http://www.Industry.VisitMO.com)
- <http://IndustryStage.VisitMO.com>
- <http://beta.VisitMo.com>
- [www.PictureMissouri.com](http://www.PictureMissouri.com)
- [www.WhereTheCivilWarBegan.com](http://www.WhereTheCivilWarBegan.com)
- <http://news.visitmo.com>

- a. All data shall reside at a selected state agency hosting environment, with access given to the contractor as needed. The contractor shall be responsible for communicating with the host contractor for resets and other maintenance/upgrades as needed.

2.1.3 The contractor shall meet the following objectives in providing web development services to the state agency:

- a. Assist MDT in providing the public with accurate, up-to-the-minute, easily accessible and actionable travel information and travel planning tools via websites, mobile applications and other emergent technologies.
- b. Assist MDT in providing continuous improvement to its websites and in maximizing customer service to the traveling public and/or tourism industry on existing websites.
- c. Partner with MDT and other MDT contractors (providing advertising, public and media relations, multi-cultural direction services, and search engine marketing) to meet MDT's goals and investment in driving traffic to VisitMO.com.
- d. Assist MDT in defining and implementing strategies to increase annual visitor expenditures from the current level of nearly \$8 billion.
- e. Work with MDT to implement metrics to assess meeting MDT's goals within the scope of this project.

- f. Advise and assist MDT in maximizing Search Engine Optimization (SEO) to increase free/organic search results.
- g. Assist MDT in fostering effective collaboration and communication with current tourism industry partners.

2.1.4 The contractor shall provide the following website design deliverables:

- a. Provide evolutionary design that is consistent with MDT's branding and design standards and strategically leverages MDT's investment, to date, in its database-driven consumer website.
- b. Leverage current and emergent assets and technologies to continuously improve the user experience and provide tools that simplify and enable travel planning.
- c. Execute, potentially in substantive collaboration with other MDT contractors, the integration and leveraging of seasonal/ongoing advertising, public and media relations goals and campaigns as well as possible engagement in the development of promotional content, new tools and applications.
- d. Support the maintenance, reporting, and continuous improvement upon site metrics, SEO and paid Search Engine Marketing (SEM), with the goal of maximizing website traffic and optimizing organic and paid search results.
- e. Maintain testing platforms.
- f. Capture website traffic analytics and trends to support decision making.
- g. Provide a market testing platform to allow for advertising and online marketing initiatives.

2.1.5 The contractor shall provide the following website development deliverables:

- a. Continuously improve usability of MDT websites to demonstrate leadership related to industry trends/requirements, accessibility, competitors' websites, and customer expectations.
- b. Showcase extensibility and ease of adding foreign language (Spanish, German, etc.) information and marketing.
- c. Integrate a robust CMS that interacts with the state agency's current Industry Portal.
- d. Support the strategic development and potential integration of new tools, functionality, and technologies.
- e. Execute strategic website initiatives. Some work shall require substantive collaboration with other MDT contractors. These strategic initiatives shall require the integration and leveraging of ongoing/seasonal advertising, public and media relations goals and campaigns, as well as engagement in the development of promotional content in addition to new tools and applications as needed.

2.1.6 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein to the sole satisfaction of the state agency in accordance with the provisions and requirements states herein in order to assist the state agency in meeting its objectives of increasing visitation to Missouri, and increasing visitor spending in Missouri.

**2.2 Contractor Experience Requirements:**

- 2.2.1 The contractor must be successfully operating as an Internet development firm for at least five (5) years.
- a. The contractor must have a minimum of two (2) years of experience in implementing and maintaining a web-based content management system.
  - b. The contractor must have at least five (5) years of experience in web application development/engineering.
  - c. The contractor must have at least four (4) years of experience in DotNetNuke (DNN) application/module development and DotNetNuke third-party module integration.
  - d. The contractor must have experience with MS SQL server database design and development, including data manipulation/automated import and export.
- 2.2.2 The contractor must have at least two years of experience with the following languages, applications, and technology:
- a. ASP.NET, (C#, VB.NET, T-SQL, XML/XSLT, JSON, jQuery, JavaScript, CSS, HTML, AJAX, ASMX and ASHX web services, and REGEX);
  - b. Google Maps API and Picasa API;
  - c. Website method of DotNetNuke module development;
  - d. Web application method of DotNetNuke module development;
  - e. DotNetNuke Skin development/integration;
  - f. Infinity URL rewriter;
  - g. DotNetNuke inter-module communication;
  - h. Telerik controls;
  - i. CMS content source control and source rollback (versioning);
  - j. CMS process for editorial approval of content changes;
  - k. CMS process to accommodate at minimum the following types of social media optimization and viral marketing features:
    - 1) Photo Sharing
    - 2) Video Sharing
    - 3) Podcasting
    - 4) Blogging
    - 5) Commenting
    - 6) Share It.
  - l. Support maintenance experience for the following features:
    - 1) Events Calendar
    - 2) Site-wide search function
    - 3) Trip planning tools
    - 4) Mapping Tools

- 5) Marketing promotions
- m. Tag management including maintenance experience to ensure tag system is functioning correctly, and experience in the creation of new tags and integration into the site;
- n. Search functionality; and
- o. Administrative functionality including but not limited to:
  - 1) Listing approval process
  - 2) Travel guide approval process
  - 3) Article implementation process
  - 4) Coupon approval process
  - 5) CVC data import process
  - 6) Travel Guide data pull process
  - 7) Emailer Sub-System functionality.

### **2.3 Staffing Requirements:**

- 2.3.1 The contractor must provide an account manager for the duration of the contract. The account manager must be available and on-call for the state agency twenty-four (24) hours per day, seven (7) days per week. The account manager must meet on-site in the state agency's Jefferson City, MO facility quarterly to review progress of the system.
- 2.3.2 The contractor shall agree and understand that the availability of the specific personnel as required herein and as stated in Exhibit B, Experience and Expertise of Personnel, is considered critical to the efficient operations of the state agency.
  - a. In the event that an assigned account team person is unavailable to the state agency during the required hours, and after the contractor is notified and unable to remedy the situation, the contractor shall reimburse the state agency in accordance with one (1) of the following calculations to be determined at the sole discretion of the state agency:
    - 1) If the state agency hires an outside/private person, company and/or entity to provide the necessary service, the contractor shall pay the state agency the total cost charged by such company to perform the service.
    - 2) If the state agency uses State of Missouri personnel or resources to provide the necessary service, the contractor shall pay the state agency the actual costs incurred by the State of Missouri. Such actual costs shall be calculated by the per hour price of the state personnel who perform the service and shall include opportunity cost, material costs, etc.
  - b. The contractor shall also agree and understand that such costs shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
  - c. The contractor shall understand that the costs described herein shall not be construed as a penalty.
- 2.3.3 The contractor shall provide a project manager whose duties shall include but not be limited to the following:
  - a. Ensure that all necessary contractor commitments are in place and monitor those commitments.
  - b. Ensure all project technical and user documentation is completed and kept current.

- c. Ensure that all requests are addressed in a timely manner.
- d. Communicate with the agency's contact on a daily, weekly or as needed basis.
- e. Monitor and follow-up to ensure that all mandatory requirements are completed in compliance with the contractual requirements herein, and the agreed upon dates.
- f. Employ project management procedures that ensure a mutual understanding and agreement of the tasks to be completed and the schedule to be observed.
- g. Employ project planning methods that document the state agency's expectations so that there are no false starts or wasted effort.
- h. Ensure that the contractor's developers understand that quality assurance procedures are in place throughout the project, and that contractor staff are required to comply with any applicable state agency standards, specifications, and requirements.

## **2.4 Other Contractor Requirements:**

2.4.1 The contractor must invest, at no additional charge to the State of Missouri, at least two hundred (200) man-hours to become familiar with the VisitMO.com and Industry.VisitMO.com system including familiarization with:

- a. Providing code documentation around the site;
- b. Creation of an industry and consumer site map;
- c. Existing modules, custom and third-party;
- d. Tag Management System;
- e. Search Functionality; and
- f. Administrative System including:
  - o Listing approval process
  - o Travel Guide approval process
  - o Article implementation process
  - o Coupon approval process
  - o CVC data import process
  - o Travel Guide data pull process
  - o Emailer sub-system functionality.

2.4.2 The contractor must operate an office within the geographic boundaries of Missouri.

- a. The contractor shall agree and understand that the state agency requires most meetings between the contractor and the state agency to be held in the agency's office in Jefferson City, Missouri. However, if a meeting at the contractor's out-of-state office is required, the contractor shall be responsible for travel expenses for up to two MDT staff members to attend the meeting.

2.4.3 The contractor shall receive artistic direction and site aesthetic design from the Graphic Design Firm (Design Firm) as designated in writing by MDT and/or be able to provide graphic design needs in addition to development. The contractor shall be responsible for working with the Design Firm in development of these designs, and for integrating them into the final consumer and industry sites.



- a. The contractor must participate in quarterly strategic assessment meetings with MDT and the Design Firm. These meetings will be scheduled in Jefferson City, Missouri or via conference call.
- 2.4.4 The contractor must provide, at no additional cost to the State of Missouri, all necessary training and education for the contractor's personnel in order for the personnel to effectively perform the requirements of the contract.
- 2.4.5 The contractor must adhere to the state agency's policies pertaining to acceptable use (Internet and email), facility and data security, press releases, and public relations. Upon initiation of engagement, the contractor shall review the individual state agency's policies pertaining to acceptable use (Internet and email), facility and data security, press releases, and public relations with the state agency's IT Director or assigned designee.
- 2.4.6 Any work performed by the contractor that results in an application solution that will be utilized by employees of the state or the general public must be compatible with applicable provisions of the Americans with Disabilities Act and Federal Section 508 Accessibility regulations as specified by the state agency. Specific recommendations to attain compatibility must be documented and reviewed with the state agency prior to any development activity being performed.
  - a. The contractor shall promptly respond to any complaint brought to its attention regarding accessibility of the application solution programmed by the contractor. The contractor shall resolve such complaints by bringing the application into compliance with the applicable Federal Section 508 Accessibility Standards and Regulations at no additional cost to the State of Missouri.
  - b. For the purposes of fully functional end-user display, the contractor must ensure that all website display/presentation codes shall be cross-browser platform compatible with a minimum of Internet Explorer 8.0 and Firefox 3.6.
- 2.4.7 It shall be the contractor's responsibility to provide training for MDT Team ("Project Team") as defined in writing by the Division of Tourism for any new projects added to site(s). If determined by the state that additional training is necessary, it shall be the contractor's responsibility to provide on-going training for any changes, modifications and enhancements made to the system. In addition, training will be provided to any newly designated members of the Project Team. When training is required, the location of the training shall be determined by mutual agreement of the contractor and MDT.

## **2.5 System Support/Maintenance and Technical Assistance Requirements:**

- 2.5.1 The contractor must be able to fulfill all support/maintenance, upgrade, and enhancement needs in DotNetNuke. As the need arises, the contractor shall acquire software upgrades or enhancements for the agency's content management platform software and the state shall reimburse the contractor for actual software costs through approved PAQs. The state agency shall only be liable for actual invoiced software costs charged to the contractor.
- 2.5.2 The contractor must provide twenty-four (24) hours per day, seven (7) days per week technical assistance and support, as needed and respond in a timely manner to requests and needs.
- 2.5.3 The contractor must ensure that system securities are maintained and kept current at all times.
- 2.5.4 The contractor's programmers must be proficient in the contractor's content management system application to support system support/maintenance and modification/enhancement requests.
- 2.5.5 Any enhancements the contractor provides to the system must have SEO built into the programming.

2.5.6 The contractor shall provide the following ongoing support/maintenance requirements:

- a. Support and maintain the efficient operation, functionality, and usability of all MDT's websites as designated and the CMS system(s) that support them.
- b. Maintain the correct appearance of all MDT websites based on MDT's branding and design standards, making updates as needed.
- c. Track and advise MDT regarding bug fixes and site tweaks for improved performance.
- d. Support, reporting, and continuous improvement upon site metrics, SEO and paid SEM, with the goal of maximizing website traffic and optimizing organic and paid search results.
- e. Maintain surveys and other items used to collect information for the purpose of research for MDT.
- f. Provide support/maintenance as needed to mobile website(s) and/or applications.
- g. Generate dynamic code documentation. This "code commenting" shall document all modules, what code is behind the module being used, what stored procedures are in place, etc.

2.5.7 The monthly maintenance/support, price specified in Exhibit A, shall be for miscellaneous fixes to the site(s) that do not constitute a full PAQ process. The contractor shall dedicate at least thirty (30) hours of monthly maintenance/support services. Any additional hours remaining at any given month end shall rollover to the next month's website maintenance or may be used as a PAQ credit, at the discretion of the state agency. The agency can choose to use future month's support/maintenance hours in advance but shall not exceed the annual allowed amount. Maintenance hours must be used during the contract period they are earned in.

2.5.8 Support/maintenance to the site will be performed on the DotNetNuke platform and could include, but is not limited to: (1) Diagnosing and fixing error messages, (2) CMS software issues, and (3) Tag management errors, and (4) Errors existing within the events calendar, search function, video/photo, mapping, etc.

- a. MDT reserves the right to change the number of support hours per month, at the time of renewal, based on the previous year's usage.
- b. The contractor shall maintain the licensed system so that it operates in conformity with all descriptions and specifications herein and as provided by the contractor, including specifications for the performance of all improved or modified versions which the State of Missouri has been licensed to use.
- c. Support/maintenance services shall include, at a minimum, the detection and correction of errors. The contractor agrees to respond to the State of Missouri's inquiries regarding the use and functionality of the solution as issues are encountered by system users.
- d. System database support/maintenance shall include updating database(s), data cleansing, data integrity, data protection, and data import/export functionality.
- e. System support/maintenance shall also include all services necessary to maintain the 98% system operational uptime, system backup procedures, and disaster recovery services described herein to include all system configurations, troubleshooting, resolution of system errors, malfunctions, and system restoration.

## 2.6 Software Licensing Requirements:

- 2.6.1 Third Party Software: The contractor shall be responsible for the licensing of all third-party software utilized as part or in conjunction with the contractor's solution. The terms and conditions of such licenses shall be compatible with and compliant to the State of Missouri's terms and conditions expressed herein and the RFP's intended use of the solution and shall guarantee the continuous use of such third-party software by the State for the term of the final, definitive agreements.
- 2.6.2 Illicit Code: The contractor must warrant that unless necessary to perform valid duties under this contract or can be verified and documented as to not cause harm to the state's operating environment and/or utilization of the system, any system programs developed or provided by the contractor under this contract to the State of Missouri shall: (i) contain no hidden files; (ii) not replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides; (iii) not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; (iv) contain no virus or similar code known or unknown to the contractor; (v) contain no enabled restrictive key, node lock, time-out or other function, whether implemented by electronic, mechanical, or other means, which limits/hinders the use or access to any software programs based on residency on a specific hardware configuration, frequency of duration of use, or other limiting criteria (the matters described in (i) - (v) comprise illicit code).
- a. Provided and to the extent any program has the foregoing attributes described in (i) through (iv) above, and notwithstanding any other provision of this contract to the contrary, the contractor shall be considered in default of this contract, and no cure period shall apply unless contractor can demonstrate that it took reasonable steps to prevent the presence of Illicit Code in the Licensed System, in which case contractor may receive a cure period of forty-eight (48) business hours to remove the Illicit Code. At the request of the State of Missouri, the contractor must remove any such illicit code from the Licensed System. In addition to any other remedies available to it under this contract, the State of Missouri reserves the right to pursue any civil and/or criminal penalties available to it against the contractor. The contractor agrees, in order to protect the State of Missouri from damages which may be intentionally or unintentionally caused by the introduction of such illicit code to the State of Missouri's computer network, no software, plug-in, or other electronic file shall be installed, executed, or copied on the State of Missouri's equipment without the express approval of the agency's Program Manager.
  - b. If the software contains a restrictive key, expiration date, or other limiting function as described in (v) above, such restrictive function must be disabled or otherwise prevented from expiring, limiting or hindering the use or access of the software or data under this contract.

## **2.7 Project Assessment Quotations (PAQs):**

- 2.7.1 Since the contract involves complex services, the contractor shall agree and understand that the state shall employ the Project Assessment Quotation (PAQ) when modifications/projects not identified in the RFP are required as a means (1) to identify the specific tasks to be performed and (2) to mutually agree upon the total price (based upon the firm fixed contract price(s) for services specified on the pricing pages) to be paid to the contractor upon completion of the specified tasks. The pricing the contractor shall use in preparing their response to the state's PAQ request must be based upon the personnel hourly rate pricing state in the Pricing Pages for all services established hereunder. The contractor must work collaboratively with MDT personnel to ensure the system meets all criteria outlined in Project Assessment Quotations and is compatible with MDT systems. The State of Missouri reserves the right to conduct a separate procurement process(es) to establish a contract(s) for the same or similar services for any of the agency's specific requirements and/or to utilize alternative services contracts, if determined to be in the state's best interests. The PAQ process shall occur in a controlled sequence of proposals and approvals by MDT as outlined below. Therefore, the contractor shall understand and agree that the general protocol for this workflow shall be as described below.
- a. STEP 1: PAQ REQUEST

MDT will present a written request for each PAQ to the contractor, in a standard format. The agency's request must explain the scope of the project and the tasks the agency desires the contractor to perform, including applicable business and technical specifications.

b. **STEP 2: DRAFT PAQ**

The contractor must respond (within a prescribed number of days mutually agreed upon by the state agency and the contractor) to each such PAQ request from MDT with a draft PAQ which provides a statement of cost (based upon the hourly/daily rates specified on the pricing pages) and time, technical and strategic alternatives, and solution recommendations.

c. **STEP 3: APPROVAL OF DRAFT PAQ**

If the draft PAQ is approved by the agency's designated Project Director, the contractor must then prepare a final PAQ for resubmission to MDT for final approval and required signatures.

d. **STEP 4: FINAL PAQ**

The contractor's final PAQ must include:

- 1) contract number;
- 2) state agency name/address
- 3) state agency contact name and phone number
- 4) contractor contact name and phone number
- 5) brief title of specific PAQ
- 6) assigned PAQ number
- 7) request date
- 8) final PAQ issue date
- 9) project goals/objectives
- 10) a detailed itemization and description of all of the project tasks which shall be completed by the contractor (i.e. project work), including requirements for and specified frequency of any required status reports; the specified project tasks and deliverables must be clearly stated and must be quantifiable;
- 11) the firm, fixed total number of project hours for contractor personnel and the firm, fixed cost (based upon the hourly/daily rates specified on the pricing pages)
- 12) project assumptions
- 13) list of deliverables
- 14) MDT/Agency tasks or responsibilities
- 15) project timeline/work plan (must include breakdown of hours per project and the start date and end date of each project)
- 16) total number of hours
- 17) total cost
- 18) projected completion date
- 19) signature and date lines for both the contractor and MDT to signify approval
- 20) travel time from the state agency facility to the contractor's office or residence or travel time from the designated design firm to the contractor's office or residence shall not be considered billable time and shall not be included in the contractor's firm, fixed total number of project hours for contractor personnel stated in the contractor's final PAQ.

e. **STEP 5: APPROVAL OF FINAL PAQ**

The contractor and MDT must indicate mutual acceptance of the final PAQ by signing and dating the final PAQ. MDT must retain one signed copy and must send one copy to the contractor. The contractor must send a copy of the PAQ with the first invoice pertaining to that PAQ for accounting purposes.

f. **STEP 6: AUTHORIZATION TO PROCEED/ PAQ PROJECT WORK**

An approved final PAQ alone does not constitute an authorization to proceed with project work. Before proceeding with project work, the contractor must receive a properly authorized Contract

Release Order except the state agency may authorize an obligation of less than \$25,000 pursuant to the terms of the contract without the official encumbrance of funds. Project work shall include the contractor's completion of the tasks identified in the final PAQ.

g. **STEP 7: FORMAL ACCEPTANCE**

Upon the completion of all project work of a given PAQ, the contractor must notify MDT in writing and shall submit an invoice in accordance with the PAQ approved by MDT. MDT shall review, approve, and formally accept or reject the components of the PAQ project work in accordance with the turnaround time outlined in the PAQ. Formal acceptance shall not be unreasonable delayed or withheld by the state.

h. **STEP 8: COST RECOVERY FOR CONTRACTOR**

Project costs for the PAQ project work shall be reimbursable monthly if MDT agrees that work billed has been fully and correctly completed.

2.7.2 **General Requirements:**

- a. The contractor shall submit draft and final PAQs in a timely manner. The state agency and the contractor shall mutually agree upon the prescribed number of days for the contractor to submit the draft and final PAQs.
- b. MDT reserves the right to reject any contractor-submitted PAQ, and/or request the contractor to submit a revised PAQ with adjustments (revised cost, length of time, solution recommendation, etc).
- c. The contractor shall not be paid for the preparation of the PAQ.
- d. A PAQ request, the draft and final PAQs, and the contractor's project work must be within the scope of the performance requirements identified in the contract, which the contractor was awarded and must not change any provision of the contract.
- e. Any changes to the PAQ must be formalized in writing as an official revision to the final PAQ. The format of PAQ revisions shall be consistent with the format of the final PAQ as outlined above, including the distribution of the original to the Division of Purchasing and Materials Management, a copy to the contractor and retaining a copy for the agency's designated Project Director. The contractor shall agree and understand the firm, fixed cost stated in the final PAQ shall not be increased unless the state agency requests a corresponding increase in the scope of work under the PAQ. If the scope of work does not increase, the contractor shall complete all work agreed upon in the PAQ at the firm, fixed cost stated in the PAQ.
- f. MDT shall have the right to terminate the PAQ at any time, for the convenience of the agency, without penalty or recourse, by giving written notice to the contractor at least five (5) business days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all developed source code, documents, data, reports, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of MDT become the property of the State of Missouri. The contractor shall be entitled to receive compensation for that work completed and accepted by the state pursuant to the PAQ prior to the effective date of termination.
- g. The duration of any PAQ must not exceed the effective contract period.

2.7.3 **Project Assessment Quotation Invoicing:** The contractor shall submit monthly invoicing for work completed to date on any current PAQs. Invoices must contain total # of hours being billed, total # of hours allotted for PAQ, and total number of hours remaining on the PAQ. Monthly maintenance billing shall give a breakdown of how maintenance hours were used.

## **2.8 Reporting Requirements:**

- 2.8.1 Status/Progress Reporting: Once every two (2) calendar weeks at minimum, the contractor shall schedule time to discuss (via phone or in person) the status/progress of outstanding projects outlining the following to state agency recipients:
- a. The specific accomplishments achieved during the reporting period.
  - b. The specific activities and projects completed pursuant to the provision of the contract and the completion dates of such tasks.
  - c. The specific planned activities for the upcoming weeks.
  - d. The specific planned activities and projects and projected completion date(s) remaining to be completed pursuant to the provisions of the contract.
  - e. Any other pertinent information and accomplishments.
- 2.8.2 Status of projects shall also be noted on monthly invoicing. Invoices must contain the following information:
- a. Contract number;
  - b. PAQ number and title being billed;
  - c. Number of hours being billed for that month;
  - d. Hourly rate;
  - e. Total for invoice;
  - f. Total PAQ hours and total PAQ amount; and
  - g. Remaining hours on project and amount to be billed.
- 2.8.3 The contractor's upper management must meet with the state agency's upper management in person in Jefferson City, Missouri (unless an alternate city is agreed to by the state agency) on a quarterly basis to discuss status/progress reports and performance.
- 2.8.4 Monthly Maintenance Report: On a monthly basis, the contractor shall submit a written spreadsheet report along with monthly invoice to the state agency that details the use of the hours agreed upon in the monthly maintenance agreement. The report shall break down the total number of hours for the monthly maintenance, what the hours were used for, hour overage/underage for the month and total hours remaining/in rear to date for the contract year.

## **2.9 Invoicing and Payment Requirements:**

- 2.9.1 Prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
  - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information

for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

- 2.9.2 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

### 3. GENERAL CONTRACT PROVISIONS

*This section of the RFP includes contractual requirements and provisions that will govern the contract after RFP award. The contents of this section include mandatory provisions that must be adhered to by the state and the contractor unless changed by a contract amendment. Response to this section by the offeror is not necessary as all provisions are mandatory.*

- 3.1.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
  - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
  - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 3.1.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract, shall remain the same and apply during renewal periods. However, the contractor shall understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- a. Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
  - b. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
  - c. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor



shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

- 3.1.3 Contract Price - All prices shall be as indicated on the Pricing Pages. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. The contractor shall be paid installation costs and/or maintenance/repair costs provided that such costs are firm, fixed and specifically proposed in response to the Request for Proposal. Failure to propose costs for installation and maintenance/repair shall not relieve the contractor from his/her responsibility to maintain, install and/or repair all items, and any related costs for the service shall be considered by both the contractor and the state to be included within the price stated in the contract.
- 3.1.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 3.1.5 Transition - Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
- a. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:
- 1) The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
  - 2) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.
  - 3) If requested in writing via formal contract amendment, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed one hundred and eighty (180) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
- 3.1.6 Liabilities - The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract

- 3.1.7 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
  - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
  - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 3.1.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
  - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
  - c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- a. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that
    - 1) the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
    - 2) shall not henceforth be in such violation and
    - 3) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 3.1.9 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval

of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

- 3.1.10 Authorized Personnel - The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
  - b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
  - c. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
    - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
    - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
    - 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
  - d. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
- 3.1.11 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 3.1.12 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

- 3.1.13 Property of State - All applications (including software code written for MDT application), databases, reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri.
- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency. Upon expiration, termination, or cancellation of the contract, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall become the property of the state agency.
  - b. The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.
- 3.1.14 Confidentiality - The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- a. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- 3.1.15 Assignment: The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing and Materials Management.
- 3.1.16 Inventions, Patents, and Copyrights: The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.
- a. The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue

the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.

- b. The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

3.1.17 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must have and maintain insurance in compliance with the following:

- a. Errors and Omissions Liability Insurance - The State of Missouri will not be responsible for any mistakes or omissions by any contractor in performance of services provided under contract. Limitation of liability includes, but is not limited to, unintentional, negligent, willful or intentional mistakes or omissions by any contractor, employee of contractor, or subcontractor. Furthermore, the State of Missouri will not be responsible for any acts of the contractor that occur during the course of the performance of the contract, but are not related to the services being provided. These acts include all criminal and civil acts that may give rise to liability. The contractor and subcontractor(s) shall have and maintain Errors and Omissions Liability insurance with minimum limits of \$2,000,000.00 in coverage with an A-rated insurance provider. The policy should have a deductible of no more than \$10,000.00.
- b. The contractor shall provide written evidence of the insurance to the state agency prior to performance under the contract. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement naming the State of Missouri as an additional insured/loss payee, endorsement by representatives of the insurance company, etc.
- c. In the event any insurance coverage is canceled, the state agency must be notified immediately.

3.1.18 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. The Division of Purchasing and Materials Management in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state

procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
  - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
  - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. Within thirty (30) days of the end of the original contract period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit providing the same information.

#### 4. PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS:

*This section of the RFP includes information and instructions to the offeror that are integral to an offeror submitting a proposal. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the offeror in submitting a proposal.*

##### 4.1 Preparation and Submission of Proposals:

##### 4.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEBSITE IS NOT AVAILABLE FOR THIS RFP.

##### 4.1.2 Proposal Organization: In order to provide optimal readability of their proposal by evaluators, offerors are strongly encouraged to organize their proposal as follows:

Signed RFP and RFP Amendment Cover Pages

Exhibit A - Pricing (Cost)

Exhibit B - Experience and Expertise of Personnel

Exhibit C - Technical/Functional Capabilities and Method of Performance

Exhibit D - Participation by Other Organizations

Exhibit E - Missouri Service-Disabled Veteran Business Preference

Exhibit F - Business Entity Certification, Enrollment Documentation and Affidavit of Work Authorization

Exhibit G - Miscellaneous Information

- a. Offerors are strongly encouraged to structure their proposal so that the individual provisions of the exhibit language precede each of the offeror's responses. Offerors are discouraged from referring evaluators to other sections of their proposal to find their response to a particular RFP provision. Poorly organized or responded to proposals may result in reduced subjective evaluation consideration being given.

##### 4.1.3 Conciseness/Completeness of Proposal: It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposals as it relates to the evaluation categories to allow the state to conduct a complete and efficient evaluation. The State of Missouri is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Information not relevant to the requirements herein or the offeror's proposed solution should be excluded from the offeror's proposal.

##### 4.1.4 Proposal Copies: The offeror's proposal should include an original document, plus three (3) copies for a total of four (4) documents. In addition, for each copy provided, the offeror should include one (1) complete electronic copy of their proposal in Microsoft compatible format or in .pdf on CD(s) or flash drive(s).

- a. The offeror should ensure all copies and all media are identical to the offeror's hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern. Unless the offeror specifically alerts the State of Missouri that additional proposal information is contained in electronic media submitted with the offeror's original proposal, it shall not be the responsibility of the State of Missouri to ensure that all proposal information submitted on media format is reviewed for evaluation consideration.
- b. The front cover of the original hard copy proposal should be labeled "**original**" and the front cover of all copies should be labeled "**copy**."

- c. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves and binding.
- 4.1.5 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. The offeror may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.1.6 Imaging Ready: Except for any portion of a proposal qualifying as proprietary or confidential as determined by the Division of Purchasing and Materials Management as specified below, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing and Materials Management imaging system. The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Public Record Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers. Also, in preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should limit proposal content to items that provide substance, quality of content, and clarity of information.
- 4.1.7 Open Records: Pursuant to Section RSMo 610.021, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. The offeror shall not submit the entire proposal as proprietary or confidential. The offeror may submit a part of the proposal as confidential, but only if the proprietary or confidential nature of the material is provided for in RSMo 610.021. Proprietary or confidential portions of the offeror's proposal allowed by the statute need to be separated, sealed, and clearly marked as confidential within the offeror's proposal. Also, the offeror should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of RSMo 610.021.
- 4.1.8 Compliance with Requirements, Terms and Conditions: Offerors are cautioned that the State of Missouri shall not award a non-compliant proposal. Consequently, any offeror indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions or provisions of the RFP shall be eliminated from further consideration for award unless the State exercises its sole option to competitively negotiate the respective proposal(s) and the offeror resolves the noncompliant issue(s).
- a. The offeror is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain terms and conditions which conflict with those of the RFP and its contractual requirements.
  - b. In order to ensure compliance with the RFP, the offeror should indicate agreement that, in the event of conflict between any of the offeror's response and the RFP requirements, terms and conditions, the RFP shall govern. Taking exception to the State's terms and conditions may render an offeror's proposal unacceptable and remove it from consideration for award.
- 4.1.9 Business Compliance: The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and



Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- a. Registration of business name (if applicable)
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

4.1.10 Foreign Vendors: If you are a foreign company and do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS), you will need to 1) complete the appropriate IRS W-8 form (found on the [www.irs.gov](http://www.irs.gov) website), 2) complete a State of Missouri Vendor Input Form located at [www.oa.mo.gov/acct/](http://www.oa.mo.gov/acct/) and 3) fax these documents along with a cover letter that states that you wish to register on the State of Missouri On-Line Bidding/Vendor Registration System website to the fax number listed in the Vendor Input Form instructions. The cover letter must include the e-mail address of the individual submitting the documentation. The documentation must be processed by the State of Missouri prior to conducting business with the state. Once the information has been processed, your company will be provided, via e-mail, a number that may be used to register as a State of Missouri vendor through this On-Line Bidding/Vendor Registration System website (<https://www.moolb.mo.gov>).

- a. If your company is a foreign company and you have an Employer Identification Number assigned by the IRS, completing an IRS W-8 form will not be necessary and you may register as a vendor with the State of Missouri through the On-Line Bidding/Vendor Registration System website by using the Employer Identification Number assigned to your company by the IRS.
- b. When submitting your bid/proposal, attach a note to the front page advising DPMM whether you have (1) submitted a W-8 prior to submission of the bid/proposal, (2) included the completed W-8 form with your bid/proposal, or (3) registered with the State of Missouri through the On-Line Bidding/Vendor Registration System website using your Employer Identification Number.

## 4.2 Proposal Evaluation and Award:

4.2.1 Evaluation: After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

Evaluation Criteria Scoring Category	Maximum Points
Cost	80
Experience and Expertise of Personnel	60
Technical/ Functional Capabilities and Method of Performance	50
MBE/WBE Participation Commitment	10
TOTAL	200

4.2.2 Competitive Negotiation of Proposals:

- a. The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- b. Negotiations may be conducted in person, in writing, or by telephone.
- c. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- d. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- e. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

### 4.3 Evaluation of Cost:

4.3.1 Objective Cost Evaluation: The objective cost evaluation shall be based on the firm, fixed pricing for all mandatory requirements provided by the offeror in response to Exhibit A, (Pricing Pages), for Ongoing Website Maintenance/Support and Project Assessment Quotation (PAQ) services, including contract renewal periods.

- a. Objective cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times 80 \text{ cost points} = \text{Cost evaluation points}$$

- b. The Ongoing Hourly Website Maintenance/Support Firm, Fixed Pricing shall be multiplied by thirty (30) hours per month and then by twelve (12) months for an annual website maintenance cost.
- c. The offeror must provide hourly firm, fixed Project Assessment Quotation (PAQ) pricing in Exhibit A. A multiplier of 125 hours per month will be used to evaluate total PAQ pricing for the objective cost analysis. If the offeror is providing multiple PAQ job classifications/per hour rates, then the rates shall be averaged to obtain a single rate to be used in the cost. At the sole determination of the Division of Purchasing and Materials Management, any non-relevant/ unessential consultant classification(s) listed in Exhibit A shall not be included in the average calculations.
  - 1) The offeror shall agree and understand that any quantities used in the evaluation of PAQ cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the PAQ quantities stated nor does the State of Missouri intend to imply that the figures used for the PAQ cost evaluation in any way reflect actual or anticipated usage.
- d. The offeror must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. Unless stated herein, the state shall assume absolutely no other costs exist to satisfy the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs.

### 4.4 Evaluation of Experience and Expertise of Personnel:

- 4.4.1 The evaluation of the Experience and Expertise of Personnel shall be subjective based on information provided. Information provided by the offeror in response to Exhibit B of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

**4.5 Evaluation of Technical/Functional Capabilities and Method of Performance:**

- 4.5.1 The evaluation of the Technical/Functional Capabilities and Method of Performance shall be subjective based on information provided. Information provided by the offeror in response to Exhibit C of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation. The State of Missouri reserves the right to subjectively evaluate the offeror's proposed optional products and prices within the evaluation category of Technical/Functional Capabilities and Method of Performance.

**4.6 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:**

- 4.6.1 In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.
- a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
  - b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
  - c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" at the time the proposal is submitted. (See below for a definition of a qualified MBE/WBE.)
- 4.6.2 The offeror's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:
- a. If Participation Meets Target: Offerors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
  - b. If Participation Exceeds Target: Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.
  - c. If Participation Below Target: Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.

- d. If No Participation: Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

4.6.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}}$	x	Maximum MBE/WBE Participation Evaluation points (10)	=	Assigned MBE/WBE Participation points
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4.6.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

- a. Participation Commitment - If the offeror is proposing MBE/WBE participation, the offeror must complete the Participation Commitment form included in Exhibit D by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment form.
- b. Documentation of Intent to Participate – The offeror must either provide a properly completed Documentation of Intent to Participate Form included in Exhibit D, signed by each MBE and WBE proposed or must provide a recently dated letter of intent signed by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide; (2) must indicate the MBE/WBE's commitment to aid the offeror in the performance of the required services and/or provision of the required products (identified by the Request for Proposal (RFP) number or other identifier) in an amount that must equal the percentage specified on the offeror's Participation Commitment Form included in Exhibit D; and (3) should include evidence that the MBE/WBE is qualified, as defined herein. (i.e. the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO.)

4.6.5 Commitment – If the offeror's proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on the Participation Commitment form included in Exhibit D, as verified by the MBE/WBE's documentation of intent to participate, shall be interpreted as a contractual requirement.

4.6.6 Definition -- Qualified MBE/WBE:

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) at the time of submission of the proposal.
- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

- 4.6.7 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Supplier and Workforce Diversity  
Harry S Truman Bldg., Room 630  
P.O. Box 809  
Jefferson City, MO 65102-0809  
Phone: (877) 259-2963 or (573) 751-8130  
Fax: (573) 522-8078  
Web site: <http://www.oeo.mo.gov>

#### **4.7 Other Submittal Requirements and Requested Information:**

- 4.7.1 Preference for Organizations for the Blind and Sheltered Workshops: Pursuant to section 34.165, RSMo, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. Sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.
- a. In order to qualify for the ten bonus points, the offeror must meet the following conditions and provide the following evidence:
- 1) The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
  - 2) The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
  - 3) The offeror must provide the following information with the proposal:
    - Participation Commitment - The offeror must complete the Participation Exhibit included in Exhibit D by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.
    - Documentation of Intent to Participate – The offeror must either provide a properly completed Documentation of Intent to Participate included in Exhibit D, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide; (2) must indicate the organization for the blind/sheltered workshop's commitment to aid the offeror in the performance of the required services and/or provision of the required products (identified by the Request for Proposal (RFP) number or other identifier) in an amount that must equal the amount specified on the offeror's Participation Commitment Form included in Exhibit D; and (3) should include

evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

- b. A list of Missouri sheltered workshops can be found at the following internet address:  
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.
- c. The websites for the Missouri Lighthouse for the Blind and the Alhaphointe Association for the Blind can be found at the following internet addresses:  
<http://www.lhbindustries.com>  
<http://www.alhaphointe.org>
- d. Commitment – If the offeror’s proposal is awarded, the participation committed to by the offeror on the Participation Commitment form included in Exhibit D, as verified by the organization for the blind/sheltered workshop’s documentation of intent to participate, shall be interpreted as a contractual requirement.

4.7.2 Missouri Service-Disabled Veteran Business Preference: Pursuant to section 34.074, RSMo, a three (3) bonus point preference shall be granted to offerors who qualify as Missouri service-disabled veteran businesses and who complete and submit Exhibit E, Missouri Service-Disabled Veteran Business Preference with the proposal. If the proposal does not include the completed Exhibit E and the documentation specified on Exhibit E in accordance with the instructions provided therein, no preference points will be applied.

4.7.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Exhibit F, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit F must be submitted prior to an award of a contract.

4.7.4 Other Requested Information: The offeror should respond to the information requested in Exhibit G, Other Requested Information.

- a. Offerors as Employees: Offerors who are employees of the State of Missouri, a member of the Missouri General Assembly or a statewide elected official should complete, sign and return Exhibit H with their proposal. This document must be satisfactorily completed prior to award of the contract.

4.7.5 Proposal Submittal Checklist – The following checklist is provided to assist the offeror in completing his/her proposal. The offeror is encouraged to utilize this checklist before submitting the proposal. It is the offeror’s sole responsibility to ensure that all mandatory requirements are met and that his/her proposal including all exhibits are properly completed and submitted with the proposal.

<b>No.</b>	<b>Description</b> – <i>while not all documents/items listed below are mandatory in submitting a responsive proposal, failure to provide adequate information to completely address the specified evaluation criteria will at least result in minimal subjective consideration and may result in rejection of the offeror's proposal.</i>	<b>Completed? (v)</b>
1.	Completed and signed all amendments (if applicable) and original RFP? <i>(Mandatory that proposal includes signature)</i>	
2.	Provided firm, fixed pricing on Exhibit A – Pricing Pages?	
3.	Completed Exhibit B – Experience and Expertise of Personnel?	
4.	Completed Exhibit C – Technical/Functional Capabilities and Method of Performance?	
5.	If applicable, completed Exhibit D – Participation Commitment for any Blind/Sheltered Workshop, and/or MBE, and/or WBE proposed?	
6.	If applicable, completed Exhibit D – Documentation of Intent to Participate, identifying each Blind/Sheltered Workshop, MBE, or WBE proposed?	
7.	If applicable, clearly stated Blind/Sheltered and/or MBE and/or WBE participation % of Total Value of Contract (or for Blind/Sheltered Workshops, Total Dollar Amount or Participation %) on Exhibit D?	
8.	If applicable, received authorized signature on Exhibit D from every Blind/Sheltered and/or MBE and/or WBE organization committed to providing products/services under the RFP?	
9.	If applicable, completed and signed Exhibit E – MO Service-Disabled Veteran Business Preference?	
10.	Completed and signed Exhibit F – Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization (be sure to complete and return all required documents and affidavit (if required))?	
11.	Completed and signed Exhibit G – Debarment?	
12.	Indicated if any products/services are manufactured/performed outside of the U.S. – Exhibit C?	
13.	If applicable, clearly marked, separated, and sealed proprietary or confidential information?	
<i>Include three (3) copies of proposal with the original proposal clearly marked as "Original"</i>		

**NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.**

**EXHIBIT A**  
**PRICING PAGE**

The offeror shall provide firm, fixed pricing for web development services and website maintenance pursuant to all mandatory requirements herein. The offeror must indicate any other relevant information related to the pricing of their proposed products/services.

**Ongoing Website Maintenance/Support Firm, Fixed Pricing:**

The offeror shall provide firm, fixed hourly pricing for website maintenance and support pursuant to all mandatory requirements herein.

DESCRIPTION	MONTHLY MAINTENANCE PER HOUR (includes all travel expenses)	1 <sup>st</sup> Renewal Maximum Hourly Pricing	2 <sup>nd</sup> Renewal Maximum Hourly Pricing	3 <sup>rd</sup> Renewal Maximum Hourly Pricing	4 <sup>th</sup> Renewal Maximum Hourly Pricing
Ongoing monthly website maintenance and support includes a minimum of 30 hours. Unused hours shall rollover to future months or PAQ credit.	\$	\$	\$	\$	\$

**Project Assessment Quotation (PAQ) Hourly Pricing:** The offeror must state below firm, fixed hourly rate pricing to be used for Project Assessment Quotations (PAQ) in event the agency requests services and/or modifications not identified in the RFP requirements. PAQ pricing shall include all travel expenses.

[illegible]



**EXHIBIT B**  
**EXPERIENCE AND EXPERTISE OF PERSONNEL**

The evaluation of the offeror's experience and expertise of personnel shall be subjective based on the ability of the offeror to perform the requirements stated herein. Therefore, the offeror should present detailed information regarding the organization's experience and expertise of proposed personnel. The following information should be provided by the offeror in order to assist the State of Missouri in evaluation of the offeror's experience and expertise of personnel. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

**B.1 EXPERIENCE:**

1. The offeror should provide the following background and scope information for their organization:
  - a. Describe the nature of the offeror's business, type of services performed, etc. The offeror should describe the history of the company. The offeror should indicate the number of years its firm has been providing similar type services.
  - b. The offeror should describe its organization and the organization of its proposed subcontractor's(s') organization(s) as it relates to the reliability and market strength/stability of the organization.
2. The offeror should provide a specific response to the Experience Requirements, paragraphs **2.2.1 through 2.2.2.o.7**), by writing a description of how, when, by whom, and where the required experience was obtained. Failure to identify the appropriate experience could result in the offeror's proposal being considered unacceptable for **noncompliance to the experience** requirements. Specifically, information provided in response to the experience requirements should minimally include the following:
  - a. The offeror should describe their experience with website development and outreach activities.
  - b. The offeror should provide the client's name, screen shots(s) and URL of two (2) websites created by the offeror that are driven by a CMS within the past five (5) years. The offeror should provide a brief explanation as to if the CMS was developed as a custom application by the vendor or developed using a third-party software platform.
  - c. The offeror should provide the client's name, screen shots(s) and URL of two (2) websites produced on a DotNetNuke platform within the past five (5) years.
  - d. The offeror should provide their customer service standards, including examples of response time and solutions when challenges arise.
  - e. The offeror should provide reference contact information (name, role in project, phone, and e-mail). Please verify correct e-mail address prior to submitting) for the projects described pursuant to the above in order to allow the evaluators to verify the information, utilizing the table. In addition, the offeror should provide references that may be contacted for any/each subcontractor that the offeror proposes to utilize to meet the requirements of the RFP. Please clearly indicate which references are for subcontractor(s). Please make sure the contact information, including the email addresses, are current, correct and available for reference contact.

The evaluator's inability to contact a reference due to incorrect or inaccurate reference information or failure of the reference contact person to respond shall be considered an invalid reference.

REFERENCE	
Contracting Agency/Entity Client Name:	

<b>Contact Name:</b>	
<b>Contact Title:</b>	
<b>Description of Role / Responsibility the above contact person had in referenced contract work:</b>	
<b>Contact Phone Number:</b>	
<b>Contact Email Address:</b> *please verify accuracy of email address*	
<b>Applicable Dates of Contract Work</b>	
<b>Description of Role / Responsibility in referenced contract work:</b>	

## B.2 EXPERTISE OF PERSONNEL:

1. The offeror should provide detailed information about the experience and qualifications, including any applicable certifications, of the personnel proposed for each personnel classification provided in response to the RFP and identify whether the staff is that of the contractor or subcontractor.
  - The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.
2. The offeror should provide previous work assignments of the proposed personnel that are similar to the work they will be responsible for under the subsequent contract.
3. If personnel are not yet named, the offeror should provide:
  - Detailed descriptions of the required employment qualifications; and
  - Detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

(Copy and complete this table for each key person proposed)

<b>Title of Position:</b> _____	
<b>Name of Person:</b>	
Educational Degree (s): include college or university, major, and dates	
# of years experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and	

<b>Title of Position:</b> _____	
dates	
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
✓ Website Development	
✓ Website Design	
✓ Website Hosting & Maintenance	
✓ Travel Websites	
✓ DotNetNuke	
<b>Staffing Methodology</b>	
Describe the person's planned duties/role proposed herein	

**NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.**

**EXHIBIT C**  
**TECHNICAL/FUNCTIONAL CAPABILITIES AND METHOD OF PERFORMANCE**

The evaluation of the offeror's proposed technical/functional capabilities and method of performance shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding the proposed technical/functional capabilities and method of performance. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

It is the offeror's responsibility to make sure all services proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the products and services proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

- C.1** Technical/Functional Capabilities: Unless a particular requirement isn't conducive to elaboration, each paragraph from **2.1.1 through 2.1.6 and 2.3.1 through 2.6.4**, should be addressed by the offeror by identifying the RFP paragraph number and then writing a description of how, when, by whom, and where the requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability and methodology to successfully perform.
- C.2** Method of Performance: The offeror should present a written narrative, which demonstrates the method or manner in which the offeror proposes to satisfy these requirements and at a minimum include information pertaining to the following areas:
- The offeror should provide ideas about how to change/improve the eight (8) MDT websites identified herein.
- C.3** Economic Impact to Missouri: The offeror should describe the economic advantages that will be realized as a result of the offeror performing the required services. The offeror should respond to the following:
- Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
  - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
  - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
- C.4** Outside United States: If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror **MUST** disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes      _____	No      _____
Describe and provide details:		

**NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.**

**EXHIBIT D**  
**MBE/WBE AND/OR BLIND/SHELTERED WORKSHOP PARTICIPATION**

**PARTICIPATION COMMITMENT**

**Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation Commitment** – If the offeror is committing to participation by or if the offeror is a qualified organization for the blind/sheltered workshop and/or MBE/WBE, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the offeror's proposal.

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>		
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Committed Participation</b> (\$ amount or % of total value of contract)	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b>

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, **or** must (2) split the participation between both MBE and WBE. If splitting the participation between both MBE and WBE, do **not double count** the participation.

<b>MBE Participation Commitment Table</b>		
<b>Name of Each Qualified Minority Business Enterprise (MBE) Proposed</b>	<b>Committed Percentage of Participation for Each MBE</b> (% of the Total Contract Value)	<b>Description of Products/Services to be Provided by Listed MBE</b>
1.	%	
2.	%	
3.	%	
4.	%	
<b>Total MBE Percentage:</b>	<b>%</b>	

<b>WBE Participation Commitment Table</b>		
<b>Name of Each Qualified Women Business Enterprise (WBE) proposed</b>	<b>Committed Percentage of Participation for Each WBE</b> (% of the Total Contract Value)	<b>Description of Products/Services to be Provided by Listed WBE</b>
1.	%	
2.	%	
3.	%	
4.	%	
<b>Total WBE Percentage:</b>	<b>%</b>	

**EXHIBIT D, Con't.**  
**MBE/WBE AND/OR BLIND/SHELTERED WORKSHOP PARTICIPATION**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the offeror is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

~ Copy This Form For Each Organization Proposed ~

Offeror Name: \_\_\_\_\_

**This Section To Be Completed by Participating Organization:**

*By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the offeror identified above.*

Indicate appropriate business classification(s):

\_\_\_\_\_ MBE      \_\_\_\_\_ WBE      \_\_\_\_\_ Organization for the Blind      \_\_\_\_\_ Sheltered Workshop

Name of Organization \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_

(or attach copy of certification)

Describe the products/services you (*as the participating organization*) have agreed to provide:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Document the amount of participation the offeror has committed to you (*as the participating organization*) for the products/services you are providing:

If MBE/WBE: \_\_\_\_\_ % of Total Value of Contract

If Organization for Blind / \_\_\_\_\_ % of Total Value of Contract  
 Sheltered Workshop: \_\_\_\_\_ or  
 Total Dollar Amount

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization*

\_\_\_\_\_  
*Date*

**EXHIBIT E**  
**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**

Pursuant to section 34.074, RSMo, the Division of Purchasing and Materials Management has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in section 34.074, RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business.

**Definitions:**

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference of a three-point bonus over a non-Missouri service-disabled veteran business:

- a. a copy of an award letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in; and
- b. a completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit. The above-referenced letter from the VA and a copy of the offeror's discharge paper shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

\_\_\_\_\_  
 Service-Disabled Veteran's Name  
 (Please Print)

\_\_\_\_\_  
 Service-Disabled Veteran Business Name

\_\_\_\_\_  
 Service-Disabled Veteran's Signature

\_\_\_\_\_  
 Missouri Address of Service-Disabled Veteran Business

**EXHIBIT F**  
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,**  
**AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

**The offeror must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

- |                      |   |
|----------------------|---|
| <b><u>BOX A:</u></b> | To be completed by a non-business entity as defined below.  |
| <b><u>BOX B:</u></b> | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <a href="http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm">http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm</a> . |
| <b><u>BOX C:</u></b> | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.   |

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under B2Z11048 or C211048001 and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Corrections with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
 Authorized Representative's Name  
 (Please Print)

\_\_\_\_\_  
 Authorized Representative's Signature

\_\_\_\_\_  
 Company Name (if applicable)

\_\_\_\_\_  
 Date



**EXHIBIT F, Cont'd.****BOX B – CURRENT BUSINESS ENTITY STATUS**

*(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)*

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity  
Representative's Name  
(Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the bidder must perform/provide the following. The bidder should check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed, at minimum, by the bidder and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**EXHIBIT F, Cont'd.****AFFIDAVIT OF WORK AUTHORIZATION:**

The bidder who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

**EXHIBIT F, Cont'd.****BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

*(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)*

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed by the bidder and the Department of Homeland Security – Verification Division.
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:

\_\_\_\_\_  
(if known)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Name  
(Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
E-Verify MOU Company ID  
Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY:**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**EXHIBIT G**  
**MISCELLANEOUS INFORMATION**

If different from the information provided on the front page of the RFP, the offeror should provide all necessary contact information including the RFP Coordinator, Contract Coordinator if awarded a contract, etc.

<b>RFP COORDINATOR CONTACT INFORMATION</b> <i>i.e. person to be contacted for questions and other coordination activities regarding the offeror's proposal</i>	
<b>NAME:</b>	
<b>JOB TITLE:</b>	
<b>PHONE:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

<b>CONTRACT COORDINATOR CONTACT INFORMATION</b> <i>i.e. person to be contacted for questions and other coordination activities regarding an awarded contract</i>	
<b>NAME:</b>	
<b>JOB TITLE:</b>	
<b>PHONE:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

**STATE OF MISSOURI  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT  
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

**2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT**

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov> to obtain a copy of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have

responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

#### 4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

#### 5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- f. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

#### 6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

#### 7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

- d. In the evaluation of proposals, a service-disabled veteran business preference shall be applied in accordance with section 34.074, RSMo.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with sections 34.010 and 34.070, RSMo, and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

## 9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## 10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

## 11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## 12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

### **13. WARRANTY**

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

### **14. CONFLICT OF INTEREST**

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

### **15. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

### **16. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

### **17. COMMUNICATIONS AND NOTICES**

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

### **18. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

### **19. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

### **20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age,



disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **21. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## **22. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

## **23. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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